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Steadfast Insurance Company

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

ZARINA CROWE,

Plaintiff,

vs.

STEADFAST INSURANCE COMPANY,
an Illinois company; DOES I - X, and ROE
CORPORATIONS I - X, inclusive,

Defendant.

CASE NO. 2:18-cv-1609-RFB-VCF

**STIPULATION AND ORDER TO
REMAND TO STATE COURT**

Plaintiff ZARINA CROWE ("Plaintiff") and Defendant STEADFAST INSURANCE COMPANY ("Defendant")(collectively referred to as to "the Parties"), by and through their respective counsel of record, stipulate as follows:

1. Plaintiff's Complaint was originally filed in the Eighth Judicial District Court for Clark County, State of Nevada, on August 8, 2018.

2. Defendant removed this matter on August 27, 2018, on grounds of diversity of citizenship pursuant to 28 U.S.C. §1441 (b).

3. The Complaint alleges a claim for breach of contract and asserts allegations of bad faith.

4. Plaintiff was involved in a motor vehicle collision on January 7, 2017.

1 Plaintiff has previously recovered \$15,000.00 from GEICO, representing the tortfeasor's
2 bodily injury liability limits.

3 5. By way of this litigation, Plaintiff only seeks monetary damages in excess of
4 the \$15,000.00 which Plaintiff has previously recovered from GEICO under their policy of
5 insurance which provided coverage to the tortfeasor.

6 6. Pursuant to this Stipulation, Plaintiff agrees that her total claimed
7 recoverable damages for underinsured motorist coverage against Defendant in this action
8 does not, and will not, exceed the sum of Fifty Thousand and 00/100 Dollars
9 (\$50,000.00), less the applicable offset recovered pursuant to the tortfeasor's bodily injury
10 liability limits, and exclusive of costs and interest.

11 7. Pursuant to this Stipulation, the parties agree that Plaintiff's cause of action
12 against Defendant is contractual in nature and specifically with regard to the value of
13 Plaintiff's underinsured motorist claim.

14 8. Pursuant to this Stipulation, Plaintiff and Defendant have agreed to submit
15 their dispute to arbitration in the Court Annexed Arbitration Program of the Eighth Judicial
16 District Court of the State of Nevada.

17 9. Pursuant to this Stipulation, Plaintiff agrees that any claims for bad faith, as
18 well as Plaintiff's prayer for punitive damages, shall be dismissed, with prejudice.

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1 10. By entering into this Stipulation, Defendant neither acknowledges nor
2 concedes liability or damages with respect to any claims brought by Plaintiff in her
3 Complaint, or as such Complaint may hereafter be amended, and expressly denies
4 liability and damages.

5 DATED this 17th day of September, 2018.

DATED this 17th day of September, 2018.

6 GLEN LERNER INJURY ATTORNEYS

LEWIS BRISBOIS BISGAARD & SMITH LLP

7 */s/ Justin G. Randall*

/s/ Danielle C. Miller

8 By: _____

By: _____

9 JUSTIN G. RANDALL, ESQ.
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Attorneys for Plaintiff

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Attorneys for Defendant
Steadfast Insurance Company

14 ORDER

15 IT IS SO ORDERED.

16 DATED this 19th day of September, 2018.



19 Respectfully Submitted by:

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RICHARD F. BOULWARE, II
UNITED STATES DISTRICT JUDGE

20 LEWIS BRISBOIS BISGAARD & SMITH LLP

21 */s/ Danielle C. Miller*

22 By: _____

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